

REMARKS

In the Office Action of June 17, 2005, it is stated that claims 1-25 are pending. Claims 1, 3, 20, and 23 are independent claims from which all other claims depend therefrom. Claims 1, 3, 20, and 23 are herein amended. Note that claims 1, 3, 20, and 23 are not herein amended for patentability reasons, but rather for clarification reasons and/or to further distinguish them over the relied upon art. Applicant acknowledges that claim 10 would be allowable if rewritten in independent form to include all of the limitations of the base claim. However, Applicant believes that claim 3 was allowable as previously presented and is especially allowable as herein amended for the reasons set forth below and as such claim 10 is allowable as drafted.

Claims 1-9 and 11-25 stand rejected under 35 U.S.C. 102(b) as being anticipated by Janouin et al. (U.S. Pat. No. 4,995,065).

In addition, to arguments previously presented in the Advisory Action and previous Office Action, the current Office Action states that since the casing 17 of Janouin is in the radial direction of the rotating anode 5, it will receive, absorb, and sustain any form of energy generated from the rotating anode. Applicant agrees that the casing is in the radial direction of the rotating anode and that it will receive and absorb energy generated from the rotating anode. However, Applicant, respectfully, disagrees that the casing 17 will sustain the energy received from the rotating anode, especially that energy received from a material fragment directed to impinge thereon. Applicant also submits that just because the casing 17 is in the radial direction of the rotating anode that does not imply the casing 17 is the same, performs the same function, or that it serves the same purpose as the energy-absorbing device claimed.

The term "sustain" has several plain and ordinary meanings. Thus, Applicant submits that perhaps the Examiner is using a meaning that is not intended by the Applicant. The Applicant in using the term "sustain" meant that the claimed energy-absorbing device is capable of withstanding the

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pressures, or more specifically the kinetic energy, exerted thereon. This definition is common and can be found in *Webster's Third New International Dictionary* and elsewhere. Applicant also submits that this definition is the only definition that is consistent with the application as filed. If extrinsic reference sources, such as dictionaries, evidence more than one definition for the term, the intrinsic record must be considered to identify which of the different possible definitions is most consistent with Applicant's use of the term. See *Brookhill-Wilk I*, 334 F. 3d at 1300, 67 USPQ2d at 1137 (Fed. Cir. 2003). It would be inconsistent and clearly not be sensible to infer that the energy-absorbing device of the claimed invention merely received kinetic energy from a material fragment, but did not withstand or have resilient properties as not to be damaged from the stated reception. To have such an energy-absorbing device would not satisfy one of the primary purposes of the present invention and that is to provide an imaging system that can withstand such energy exertions. Therefore, to clarify what the Applicant meant by the term "sustain" the Applicant is herein amending the independent claims. The claimed amendments do not add new matter, but rather simply recite what was explicitly or implicitly stated or shown in the specification, the Figures, and the prosecution history of the present application.

Claim 1 is amended to further recite that the energy-absorbing body claimed is resilient to cracking and prevents cracking of the housing. In being resilient to cracking the energy-absorbing device is capable of withstanding kinetic energy received from the material fragments without damage or detrimental effects typically associated therewith. Applicant has shown that this is clearly not the case with the casing 17 of Janouin. Applicant has shown that the impedance of material fragments on the casing 17 would cause punctures or cracking in the casing 17. The punctures or cracking would result in the leaking of the substance 16 into the cooling fluid, which as stated in Janouin is undesirable.

Claim 3 is amended to further recite that the energy-absorbing device claimed is resilient to cracking. As similarly stated above this is not disclosed, taught, or suggested by Janouin.

Claim 20 is amended to further recite that the energy-absorbing device is resilient to damage as a result of receiving the kinetic energy wave. The kinetic energy wave is generated from the release of a material fragment within the housing. These limitations are similarly not taught or suggested by Janouin.

Claim 23 is amended to further recite that the energy-absorbing device claimed is resilient to damage as a result of receiving a material fragment. This also is similarly not taught or suggested by Janouin.

As such, Janouin fails to teach or suggest each and every element of claims 1, 3, 20, and 23. In order for a reference to anticipate a claim the reference must teach or suggest each and every element of that claim, see MPEP 2131 and *Verdegaal Bros. V. Union Oil Co. of California*, 814 F.2d 628. Thus, claims 1, 3, 20, and 23 are novel, nonobvious, and are in a condition for allowance. Since claims 2, 4-19, 21-22, and 24-28 depend from claims 1, 3, 20, and 23, respectively, they are also novel, nonobvious, and are in a condition for allowance for at least the same reasons.

In light of the amendments and remarks, Applicant submits that all of the objections and rejections are now overcome. The Applicant has added no new matter to the application by these amendments. The application is now in condition for allowance and expeditious notice thereof is earnestly solicited. Should the Examiner have any questions or comments, the Examiner is respectfully requested to contact the undersigned attorney.

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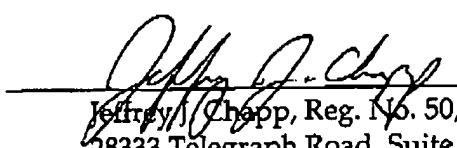
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The Commissioner is hereby authorized to charge any additional fees,
which may be required, or credit any overpayment to Deposit Account No.
50-0476.

Respectfully submitted,

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Dated: September 9, 2005